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4 BILL NO. S-76-09- 22

5 SPECIAL ORDINANCE NO. S- 165-76

6 AN ORDINANCE approving a contract
7 with Alice Miller Realty, Inc.
8 for construction of a sanitary
9 sewer.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
11 OF FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated September 3,
13 1976, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works and Alice Miller Realty, Inc., for:

15 Sanitary sewer extension to serve Kruse Homestead
16 located in area of Kroemer Road, Washington Center
17 Road and U.S. #30.

18 Main Line

19 Beginning at an existing manhole located in the
20 North American Properties, Inc. properties and
21 approximately 1320 feet East of the centerline
22 of Kroemer Road and approximately 750 feet South
23 of the centerline of U.S. #30; thence Northerly
24 618+ feet to a proposed manhole; thence Westerly
25 319+ feet to proposed manhole #3 located 5 feet
26 South of the South line of U.S. #30; thence
27 Northerly 200+ feet (including a boring of 143+
28 feet) to proposed manhole #4 located 10 feet
29 North of the North line of U.S. #30; thence West-
30 erly along the North line of U.S. #30 1300+ feet
31 to proposed manhole #8 located at the Southeast
32 corner of Lot numbered 111 in Kruse Homestead
33 Addition Amended Plat; thence Northerly 215+
34 feet to proposed manhole #9 located on the South
35 Side of Wald Road; thence Northeasterly 75+
feet to proposed manhole #10 located on the North
side of Wald Road; thence North in the easement
between Joyce Avenue and Kroemer Road 1849+ feet
to proposed manhole #16 located at the Northwest
corner of Lot numbered 12 in said Addition; thence
West 748+ feet to proposed manhole #20 located at
the Southeast corner of Lot numbered 1 in said
Addition.

36 Lateral "A"

37 Beginning at proposed manhole #16 located at the
38 Northwest corner of Lot numbered 12 in said Add-
39 ition; thence East 120+ feet to a proposed clean-
40 out.

41 APPROVED AS TO FORM
42 AND LEGALITY,
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CITY ATTORNEY

Lateral "B"

Beginning at manhole #18 located at the Northwest corner of Lot 52 in said Addition; thence South in the easement between Joyce Avenue and Kruse Drive 695+ feet to proposed manhole #22 located at the Northwest corner of Lot #58 in said Addition.

Lateral "C"

Beginning at proposed manhole #24 located at the Southwest corner of Lot #62 in said Addition; thence North in the easement between Joyce Avenue and Kruse Drive 390+ feet to proposed manhole #27 located at the Southwest corner of Lot #59 in said Addition.

Lateral "D"

Beginning at proposed manhole #24 located at the Southwest corner of Lot #63 in said Addition; thence South in the easement between Joyce Avenue and Kruse Drive 455+ feet to a proposed cleanout located at the Northwest corner of Lot #67 in said Addition.

Lateral "E"

Beginning at proposed manhole #26 located at the Northwest corner of lot #98 in said Addition; thence South along the West edge of said Addition 455+ feet to proposed cleanout located at the Northwest corner of Lot 102 in said Addition.

Lateral "F"

Beginning at proposed manhole #26 located at the Southwest corner of Lot #97 in said Addition; thence North along the West edge of said Addition 736+ feet to proposed manhole #30 located at the Southwest corner of Outlot "A".

Lateral "G"

Beginning at proposed manhole #8 located at the Southeast corner of Lot 111 in said Addition; thence West along the South line of said Addition 918+ feet to proposed manhole #35 located at the Southeast corner of Lot 103 in said Addition.

Lateral "H"

Beginning at proposed manhole #18 located at the Southeast corner of Lot 5 in said Addition; thence North along the East line of said Lot 265+ feet to proposed manhole #36 located at the Northeast corner of said Lot 5.

Branch #1

Beginning at proposed manhole #12 located at the Southeast corner of Lot 41 in said Addition; thence West along an easement a distance of 1065+ feet to proposed manhole #26 located at the Northwest corner of Lot 98 in said Addition.

Said Sewer shall be 8", 10", and 12" in diameter.

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4 of which the total construction cost is \$128,061.50 of which
5 the City Utility will be paying \$18,081.60 for oversizing and
6 relocation, all as more particularly set forth in said contract
7 which is on file in the Office of the Board of Public Works and
8 is by reference incorporated herein, made a part hereof and hereby
9 in all things ratified, confirmed and approved.

10 SECTION 2. This Ordinance shall be in full force
11 and effect from and after its passage and approval by the Mayor.
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18 Councilman
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Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 9-14-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>X</u>				
HINGA	<u>X</u>				
HUNTER	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER				<u>X</u>	
TALARICO	<u>X</u>				

DATE: 9-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 165-76 on the 28th day of Sept, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-09-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with Alice Miller Realty, Inc. for construction of a
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance CS PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

63-268-15 H.I
9/2/76

AGREEMENT
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 3rd day of September, 1976, by and between ALICE MILLER REALTY, INC., hereinafter referred to as "Owner" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Owner is developing approximately 80 acres consisting of 98 lots and recorded as Kruse Homestead Addition and Kruse Homestead Addition Amended Plat, and

WHEREAS, the Owner is desirous of extending the City sanitary sewers to serve said Additions, and

WHEREAS, the Owner has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve said Additions, and

WHEREAS, said plans have been revised to incorporate City request for oversizing and lowering to allow for future expansions, and

WHEREAS, the Owner obtained bids on said project and the City and Owner are ready to construct said sewers commonly known as "Kruse Homestead Addition Sanitary Sewers", hereinafter referred to as "Sewer", and is described as follows:

Main Line

Beginning at an existing manhole located in the North American Properties, Inc. properties and approximately 1320 feet East of the centerline of Kroemer Road and approximately 750 feet South of the centerline of US#30; thence Northerly 618 $\frac{1}{2}$ feet to a proposed manhole; thence Westerly 319 $\frac{1}{2}$ feet to proposed manhole #3 located 5 feet South of the South line of US#30; thence Northerly 200 $\frac{1}{2}$ feet (including a boring of 143 $\frac{1}{2}$ feet) to proposed manhole #4 located 10 feet North of the North line of US#30; thence Westerly along the North line of US#30 1300 $\frac{1}{2}$ feet to proposed manhole #8 located at the Southeast corner of Lot numbered 111 in Kruse Homestead Addition Amended Plat; thence Northerly 215 $\frac{1}{2}$ feet to proposed manhole #9 located on the South Side of Wald Road; thence Northeasterly 75 $\frac{1}{2}$ feet to proposed manhole #10 located on the North side of Wald Road; thence North in the easement between Joyce Avenue and Kroemer Road 1849 $\frac{1}{2}$ feet to proposed manhole #16 located at the Northwest corner of Lot numbered 12 in said Addition; thence West 748 $\frac{1}{2}$ feet to proposed manhole #20 located at the Southeast corner of Lot numbered 1 in said Addition.

Lateral "A"

Beginning at proposed manhole #16 located at the Northwest corner of Lot numbered 12 in said Addition; thence East 120 $\frac{1}{2}$ feet to a proposed cleanout.

Lateral "B"

Beginning at manhole #18 located at the Northwest corner of Lot 52 in said Addition; thence South in the easement between Joyce Avenue and Kruse Drive 695[±] feet to proposed manhole #22 located at the Northwest corner of Lot #58 in said Addition.

Lateral "C"

Beginning at proposed manhole #24 located at the Southwest corner of Lot #62 in said Addition; thence North in the easement between Joyce Avenue and Kruse Drive 390[±] feet to proposed manhole #27 located at the Southwest corner of Lot #59 in said Addition.

Lateral "D"

Beginning at proposed manhole #24 located at the Northwest corner of Lot #63 in said Addition; thence South in the easement between Joyce Avenue and Kruse Drive 455[±] feet to a proposed cleanout located at the Northwest corner of Lot #67 in said Addition.

Lateral "E"

Beginning at proposed manhole #26 located at the Northwest corner of lot #98 in said Addition; thence South along the West edge of said Addition 455[±] feet to proposed cleanout located at the Northwest corner of Lot 102 in said Addition.

Lateral "F"

Beginning at proposed manhole #26 located at the Southwest corner of Lot #97 in said Addition; thence North along the West edge of said Addition 736[±] feet to proposed manhole #30 located at the Southwest corner of Outlot "A".

Lateral "G"

Beginning at proposed manhole #8 located at the Southeast corner of Lot 111 in said Addition; thence West along the South line of said Addition 918[±] feet to proposed manhole #35 located at the Southeast corner of Lot 103 in said Addition.

Lateral "H"

Beginning at proposed manhole #18 located at the Southeast corner of Lot 5 in said Addition; thence North along the East line of said Lot 265[±] feet to proposed manhole #36 located at the Northeast corner of said Lot 5.

Branch #1

Beginning at proposed manhole #12 located at the Southeast corner of Lot 41 in said Addition; thence West along an easement a distance of 1065[±] feet to proposed manhole #26 located at the Northwest corner of Lot 98 in said Addition.

Said Sewer shall be 8", 10", and 12" in diameter.

Said Sewer to be constructed in accordance with the plans, specifications, and profiles as prepared by Ronald L. Bonar, Consulting Engineer and Land Surveyor and approved by the Water Pollution Control Engineering Department and on file at this time in the office of the Board of Public Works. Said project commonly known as Kruse Homestead Addition Sanitary Sewers. Said plans, specifications, and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of said Sewer is represented to be \$144,061.50 which is composed of \$128,061.50 construction cost, plus \$4,500 inspection costs, \$9,000 engineering cost, \$500 legal cost, and \$2,000 for easement costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The City and Owner shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles on file with the City. All work and materials shall be subject to inspection by City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Owner may place in-service a portion of the project before the entire project is completed providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City. Owner shall obtain necessary easements except for the North American Properties for which City shall obtain the necessary easements.

2. COST OF CONSTRUCTION

The City agrees to pay the Owner (within 20 days of completion) the cost of oversizing which is herein established at \$8,455.60 and Owner shall pay the balance of the cost of said sewer. Also, the City shall pay directly to the Contractor who is placed under contract by the Owner to install said Sewer a relocation cost across the North American Van Line Property, an amount not to exceed \$9,626.00.

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the following described real estate which is now owned or under contract purchase by Owner:

Lots numbered 27, 103, 104, and 105 in Kruse Homestead Addition Amended Plat.

Lots numbered 4 through 7, 9, 10, 12 through 20, 23 through 26, 37 through 66, 77 through 91, and 95 through 101 in Kruse Homestead Addition.

4. CHARGES AGAINST EXCESS AREA

Said Sewer, when constructed, will serve additional or excess area, as shown on attached Exhibit "A".

5. LOCAL CONNECTION FEES

The areas receiving direct benefit from said sewer are designated on Exhibit "A" as "Local Area". In the event any present or future owner of the designated "Local Area" shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne a local connection fee of \$.0388397 per square foot. When the local fees are collected, they shall be forwarded to Owner within 60 days of the receipt thereof.

6. AREA CONNECTION FEES

In addition to the above-described "Local Connection Fees", all future users of said sewer whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne the Neuhaus Ditch Interceptor Area Connection Fee of \$525.00 per acre. The amount so collected shall be retained by City for expansions and improvements and deposited with the Fort Wayne Water Pollution Control Utility.

The local and area connection fees will be due as the areas are platted, developed, or connected to said sewer.

The Area Connection Fee for the 75 lots of the "Area of Owner" as described in paragraph 3 herein shall be paid 1/3 by January 1, 1977, 1/3 by January 1, 1978, and the remaining 1/3 by January 1, 1979.

7. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of

City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Owner, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Owner, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate noted in Article 3 herein.

Owner further agrees that any deeds, contracts, or other instruments of conveyance made by the Owner, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Owner, his successors and assigns by any grantee, vendee, or contract purchaser and their successors in title.

The Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City, who connect into the sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remon-

strate against or otherwise object to, interfere with
or oppose any pending or future annexation by City
of such land or of the territory in which it is located
or of the area served by said Sewer.

IN WITNESS WHEREOF the parties have subscribed to this Agree-
ment the day and year first above written.

OWNER:

ALICE MILLER REALTY, INC.

By Alice M. Miller

CITY OF FORT WAYNE

By Robert Armstrong
Robert Armstrong

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Max G. Scott
Max G. Scott

ATTEST

Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:
Associates
Associate City Attorney

This instrument prepared by Ronald L. Bonar, P.E.

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned a Notary Public in and for said
County and State, personally appeared Alice Miller
representing Alice Miller Realty, Inc., Owner, who acknowledged
the execution of the foregoing Agreement for Sewer Extension, as
and for her voluntary act and deed for the uses and purposes
therein contained.

WITNESS my hand and notarial seal, this 30 day of July, 1976.

Thomas E. Lewis
Notary Public

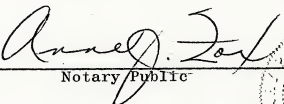
My Commission Expires:

4/22/78




STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; ~~Ethel H. LaMar~~ and Max G Scott, Members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works who acknowledged the execution of the foregoing Agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.



Notary Public



My Commission Expires:

3/6/80

LOCAL CONNECTION FEES
KRUSE HOMESTEAD SANITARY SEWERS

Bid (a) of Earth (less Inspection cost)	\$ 128,061.50
Inspection Cost	4,500.00
Engineering Cost	9,000.00
Legal Cost	500.00
Easement Cost	2,000.00
	<hr/>
	\$ 144,061.50
Less oversizing by City	8,455.60
	<hr/>
	\$ 135,605.90
Less taps & risers - 114 EA @ \$45.00=	5,130.00
	<hr/>
	\$ 130,475.90
Total Local Area Benefitted	3,307,848 SF
\$130,475.90 ÷ 3,307,848 SF =	.0394443/SF

Kruse Homstead Addition Sanitary Sewers

Connection Fees

Tract Description	Owners	Area--S.F.	Local Connection Fee .0388397/ S.F.	Tap & Riser	Area Connection Fee .0120523/S.F.	Total
Part $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 20-31-12 (200'x1200' except Road)	Clarence & Ella Dreyer	230,250	\$8,942.84	---	\$2775.04	\$11,717.88
Part $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 19-31-12 (200'x1610')	Christian F. & Emma Schmidt	322,000	12,506.38	---	3880.84	\$16,387.22
Lot #1-Kruse Homstead Addition	Carl D. & Alison Bauer	26,500	1,029.25	45.00	319.39	1,393.64
Lot #2-Kruse Homstead Addition	Kenneth F & Ferne D. Carbaugh	26,500	1,029.25	45.00	319.39	1,393.64
Lot #3-Kruse Homstead Addition	Neil G. & Judith A. Land	26,500	1,029.25	45.00	319.39	1,393.64
Lot #4,5,6,7,9 & 10 * (6 lots) Kruse Home. Add.	Paul C. Kruse & Hulda L. Duncan	29,680/lot (178,080)	1,152.76/lot (6,916.56)	45.00/lot (270)	357.71/lot (2,146.26)	1,555.47/lot (9332.82)
Lot #8 Kruse Homstead Addition	Darwin D. & Fantella M. Schoch	29,680	1,152.76	45.00	357.71	1,555.47
Lot #11 Kruse Homstead Addition	Richard & Arlene J. Diller	30,403.75	1,181.07	45.00	366.50	1,592.57
Lot #12 Kruse Homstead * Addition	Paul C. Kruse & Hulda L. Duncan	25,352.35	984.68	45.00	305.55	1335.23
Lot #13 Kruse Homstead * Addition	Paul C. Kruse & Hulda L. Duncan	25,320.96	983.46	45.00	305.18	1,333.64
Lot #14 Kruse Homstead * Addition	Paul C. Kruse & Hulda L. Duncan	25,289.60	982.24	45.00	304.30	1332.04
Lot #15 Kruse Homstead * Addition	Paul C. Kruse & Hulda L. Duncan	25,258.24	981.02	45.00	304.42	1330.44

Lot #16 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	25,226.88	979.80	45.00	304.04	1328.04
Lot #17 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	25,202.24	978.85	45.00	303.74	1327.59
Lot #18 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	25,170.88	977.63	45.00	303.37	1326.09
Lot #19 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	25,139.52	976.41	45.00	302.99	1324.40
Lot #20 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	25,108.16	975.19	45.00	302.61	1322.80
Lot #21 Kruse Homestead Addition	Robert W. & Peggy E. Bohde	25,072.32	9730.80	45.00	302.18	1320.93
Lot #22 Kruse Homestead Addition	Michael F. & Mary A. Schlau	25,027.52	972.06	45.00	301.64	1319.70
Lot #23 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	24,993.92	970.76	45.00	301.23	1316.99
Lot #24 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	24,964.80	969.63	45.00	300.83	1315.51
Lot #25 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	24,933.44	968.41	45.00	300.51	1313.92
Lot #26 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	24,902.08	967.19	45.00	300.13	1312.32
Lot #27 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	24,870.72	965.97	45.00	299.75	1310.72
Amended Plat Lot #28 Kruse Homestead Addition	Leroy & Janice Owens	25.083	974.41	45.00	302.37	1321.73

Lot #37 through 50,53 * through 66, 77 through 90 (42-lots) Kruse Homestead Addition	Paul C. Kruse & Hulda L. Duncan	25,088/lot (1,053,696)	974.41/lot (40,925.24)	45.00/lot (1890)	302.37/lot (12,699.54)	1321.73/lot (55,514.76)
Lot #51 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	26,028.8	1010.95	45.00	313.71	1369.66
Lot #52 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	26,790.4	1040.53	45.00	322.89	1403.42
Lot #67 Kruse Homestead Addition	Larry R. & Marilyn B. Link	25,088	974.41	45.00	302.37	1321.73
Lot #76 Kruse Homestead Addition	Gustav H. & Velma Kruse	25,088	974.41	45.00	302.37	1321.73
Lot #91 Kruse Homestead * Addition	Paul C. Kruse & Hulda L. Duncan	27,462.40	1066.63	45.00	330.99	1442.62
Lot #92, 93, 94 (3 lots) Kruse Homestead Addition	Gustav H. & Velma Kruse	33,600/lot (100,800)	1305.01/lot (3915.03)	45.00/lot (135)	404.96/lot (1214.88)	1754.97/lot (5,264.91)
Lot #95 through 101 * (7 lots) Kruse Homestead Addition	Paul C. Kruse & Hulda L. Duncan	33,600/lot (235,200)	1385.01/lot (9135.07)	45.00/lot (315)	404.96/lot (2834.72)	1754.97/lot (12,284.79)
Lot #102 Kruse Homestead Addition	Carl L. & Mary Jane Straley	33,600	1305.01	45.00	404.96	1754.97
Add Amended Plat Lot #103 Kruse Homestead * Addition	Alice Miller Realty, Inc.	25,644	996.01	45.00	309.07	1350.03
Lot #104 Kruse Homestead * Addition	Alice Miller Realty, Inc.	24,753.18	961.41	45.00	298.33	1304.74
Lot #105 Kruse Homestead * Addition	Alice Miller Realty, Inc.	24,891.75	966.79	45.00	300.00	1311.79
Lot #106 Kruse Homestead Addition	Gustav H. & Velma Kruse	24,405.36	947.90	45.00	294.14	1287.04
Lot # 167 Kruse Homestead Addition	Gustav H. & Velma Kruse	24,570.56	954.31	45.00	296.13	1295.44

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Earth Construction & Engineering, Inc.

3333 Engle Road, Fort Wayne, Indiana

a Corporation hereinafter called Principal, and

American States Insurance Company

(Name of Surety)

Indianapolis, Indiana

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Alice Miller Realty, Inc.

2705 Leesmore Lane, Fort Wayne, Indiana

hereinafter called OWNER, in the penal sum of One hundred twenty-eight thousand and sixty-one and 50/100 dollars, \$(128,061.50)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 26th day of July, 1976, a copy of which is hereto attached and made a part hereof for the construction of:

Kruse Homestead Addition Sanitary Sewer

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint GERALD C. KRAMER, BERNARD M. NIEZER,

LOUIS H. ANDREWS, CURTIS C. HILL, GERALD C. KRAMER, JR., FRED L. TAGTMEYER, AND

WALTER E. MANSKE----- (Jointly or Severally)-----

of Ft. Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of September

A. D. 1975 .-

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 25th day of September, A. D., 19 75, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Debra Kay Driscoll

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 27th

day of July, A. D., 19 76.

(SEAL)

Stanley L. Riegel
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Extension Agreement, Kruse Homestead AdditionDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Sewer Extension Agreement with Alice Miller Realty, Inc.

8-76-09-23

provides for sanitary sewer extension to serve Kruse Homestead Addition located in
area of Kroemer Road, Washington Center Road and U.S. #30.

Construction, engineering and inspection costs will be paid by the developer.

Oversizing and relocation costs to be paid by the Utility. Oversizing lines will
allow for acceptance of sewage from future development in the area.

Total construction cost of the sewer extension is \$128,061.50

Developer's share on construction is \$109,979.90

Utility share for oversizing and relocation is \$18,081.60

Developer to pay Utility \$4,500.00 for inspection plus \$525.00 per acre for
Area Connection Fee.

EFFECT OF PASSAGE Sewer service to homes constructed in Kruse Homestead Addition
as well as adequate lines for future development in the area. Revenue to the
Utility for sewer service

EFFECT OF NON-PASSAGE Failure to provide sanitary sewer service where possible.

MONY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Utility of \$18,081.60

ASSIGNED TO COMMITTEE

City of Washington